

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

THOMAS STACKHOUSE

Plaintiff,

v.

PIPELINE PLASTICS, INC., et al.

Defendants.

Case No. 19-cv-00188-WB

STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Thomas Stackhouse, and Defendants Pipeline Plastics, Inc. and Richard McMahon (collectively “Defendants”) that:

1. On January 14, 2019, Plaintiff filed a Complaint in the above-captioned matter (the “Lawsuit”), alleging violations of the Fair Labor Standards Act (“FLSA”), the Pennsylvania Minimum Wage Act (“PMWA”), and the Pennsylvania Wage Payment and Collection Law (“WPCL”).

2. Plaintiffs and Defendants mutually desire to settle fully and finally the Lawsuit and any and all claims and disputes between Plaintiff and Defendants with respect to all matters, including any claims under the FLSA, the PMWA, and the WPCL.

3. Defendants deny the allegations made by Plaintiff and deny any and all liability and damages to anyone with respect to the alleged facts or causes of action asserted or that could have been asserted in the Lawsuit or otherwise.

4. Without admitting or conceding any liability or damages whatsoever and without admitting that any pay or overtime amounts were improperly withheld from Plaintiff, Defendants have agreed to settle the Lawsuit on the terms and conditions set forth in the Parties' Settlement Agreement and General Release (the "Settlement Agreement"), which has been contemporaneously supplied to the Court.

5. Plaintiff's legal counsel has analyzed and evaluated the merits of the claims made against Defendants, and the impact of this Settlement Agreement on Plaintiff, and, based on Plaintiff's legal counsel's analysis and evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Lawsuit, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable or that would not occur for several years, Plaintiff's legal counsel is satisfied that the settlement reached between the parties is fair, reasonable, and adequate and that this Agreement is in the best interest of Plaintiff.

6. The Parties reached a settlement after arms-length negotiations, each with the assistance of their respective counsel, on March 19, 2019.

7. The Parties seek the Court's approval that the settlement reached between them represents a fair, reasonable, and adequate resolution of a bona fide dispute over Plaintiff's FLSA, PMWA, and WPCL claims against Defendants.

8. Accordingly, the Parties request that the Court enter the Proposed Order of Approval of Settlement attached hereto.

The Parties consent to use of electronic signatures on this Stipulation.

Respectfully submitted,

/s/Adam Harrison Garner

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Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify on this 5th day of April 2019, a copy of the foregoing was served on the following counsel for Defendant via the Court's CM/ECF system:

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/s/ Adam Harrison Garner
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